

**REMARKS**

Claims 1-49 are pending. Claims 6-48 are again indicated to be allowable. However, claims 1-5 and 49 are again rejected. Claim 1 is rejected as obvious under 35 U.S.C. § 103(a) from *Puuskari* (WO 99/48310), in view of GSM 04.60. The present amendment of claim 1 introduces no new matter, and simply includes the definition of an “inactive period” that is already in the specification.

Applicant respectfully requests that the finality of this Office Action be withdrawn, if indeed this was intended to be a final Office Action. In the “Office Action Summary,” box (2b) is marked, which led the Applicant to believe that this was a non-final Office Action. Applicant recently noticed that the Examiner mistakenly marked both boxes (2a) and (2b), and therefore respectfully requests clarification.

**Claim 1 is Now Amended and Should be Allowed**

The present application defines inactive periods at page 2 as “periods (no data to be transmitted) between active data transfer periods.” Therefore, the last “wherein” clause of claim 1 is now amended for purposes of clarification as follows:

wherein the physical connection is not released during an inactive period in which there is no data to be transmitted between active data transfer periods....

This “wherein” clause of the present application is discussed at page 6 of the Office Action, last eight lines, which refer to GSM 04.60 (Version 8.0.0), and in particular the 3<sup>rd</sup> paragraph on page 51 (the Office Action also refers to Section 8.1.1.3.2 on page 52 but only regarding the material following the portion of the “wherein” clause quoted above). Applicant respectfully disagrees that the 3<sup>rd</sup> paragraph on page 51 of GSM 04.60 (Version 8.0.0)

discloses that the physical connection is not released during an “inactive period” as defined by present amended claim 1. The 3<sup>rd</sup> paragraph on page 51 of GSM 04.60 (Version 8.0.0) says the following:

An open-ended TBF transfers an arbitrary number of octets. The mobile station is required to send a PACKET RESOURCE REQUEST message for each fixed allocation. Each time the mobile station receives a fixed allocation, if it wishes to continue the TBF, it must then send another PACKET RESOURCE REQUEST to the network. The open-ended TBF ends when the network sends a FINAL ALLOCATION indication in a fixed allocation assignment message or a PACKET ACCESS REJECT message to the mobile station, or when the mobile has exhausted its supply of data to transmit and has executed the countdown procedure (emphasis added).

This paragraph of GSM 04.60 (Version 8.0.0) does not disclose inactive periods in which there is “no data to be transmitted” as claimed in present amended claim 1. Instead, this paragraph of GSM 04.60 says that the open-ended TBF ends when the mobile has exhausted its supply of data to transmit, and this paragraph does not teach or suggest continuing the TBF even when there is no data to be transmitted, as presently claimed in amended claim 1.

When the term “open-ended TBF” is used on page 51 of GSM 04.60, that means that there has been a further PACKET RESOURCE REQUEST in order to request more resources in addition to the resources initially specified in the RLC\_OCTET\_COUNT. The term “open-ended TBF” does not imply that there is a transmission delay or inactive period.

Applicant also respectfully points out that the 4<sup>th</sup> paragraph of Section 8.1.1.3.2 does discuss a delay in sending low-priority LLC PDUs, so that LLC PDUs having a higher priority can be sent. However, that involves releasing the TBF, and subsequently the mobile station must “try to establish an uplink TBF.” Again, this is very different from amended claim 1, which says that the physical connection is not released during the inactive period.

The present amendment of claim 1 merely includes the definition of “inactive period” that is already in the specification at page 2. This amendment introduces no new matter, and raises no new issues. Applicant respectfully relies upon MPEP § 2106 for the principle that

the Applicant is entitled to be his or her own lexicographer:

An applicant is entitled to be his or her own lexicographer, and in many instances will provide an explicit definition for certain terms used in the claims. Where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim. *Toro Co. v. White Consolidated Industries Inc.*, 199 F.3d 1295, 1301, 53 USPQ2d 1065, 1069 (Fed. Cir. 1999) (meaning of words used in a claim is not construed in a "lexicographic vacuum, but in the context of the specification and drawings."). Office personnel should determine if the original disclosure provides a definition consistent with any assertions made by applicant. See, e.g., *In re Paulsen*, 30 F.3d 1475, 1480, 31 USPQ2d 1671, 1674 (Fed. Cir. 1994) (inventor may define specific terms used to describe invention, but must do so "with reasonable clarity, deliberateness, and precision" and, if done, must "'set out his uncommon definition in some manner within the patent disclosure' so as to give one of ordinary skill in the art notice of the change" in meaning) (quoting *Intelllicall, Inc. v. Phonometrics, Inc.*, 952 F.2d 1384, 1387-88, 21 USPQ2d 1383, 1386 (Fed. Cir. 1992)). Any special meaning assigned to a term "must be sufficiently clear in the specification that any departure from common usage would be so understood by a person of experience in the field of the invention." *Multiform Desiccants Inc. v. Medzam Ltd.*, 133 F.3d 1473, 1477, 45 USPQ2d 1429, 1432 (Fed. Cir. 1998). If an applicant does not define a term in the specification, that term will be given its "common meaning." *Paulsen*, at 30 F. 3d 1480, 31 USPQ2d at 1674.

If the applicant asserts that a term has a meaning that conflicts with the term's art-accepted meaning, Office personnel should encourage the applicant to amend the claim to better reflect what applicant intends to claim as the invention. If the application becomes a patent, it becomes prior art against subsequent applications. Therefore, it is important for later search purposes to have the patentee employ commonly accepted terminology, particularly for searching text-searchable databases.

Thus, regardless of how the term "inactive period" may be used in other contexts, in the present context it means that there is no data to be transmitted between active data transfer periods.

## CONCLUSION

Thus, the Examiner is asked to kindly reconsider the Office Action in the light of the arguments presented herein, and to correspondingly issue a favorable Office Action at the next stage of the proceedings. The present amendment raises no new issues, since it merely incorporates the definition of "inactive period" that is already at page 2 of the application. The Examiner is also asked to please clarify whether box (2b) was marked correctly or incorrectly in the Office Action Summary, and if this was a mistake then the Applicant respectfully requests withdrawal of finality.

In case the Examiner holds a different view regarding the subject matter of the new version of the claims, a personal consultation with applicant's undersigned representative would be deemed to be helpful. Early allowance of all independent claims (and the pending claims depending therefrom) is earnestly solicited. Applicant would be grateful if the Examiner would also please contact Applicant's attorney by telephone if the Examiner detects anything in the present response that might impede allowance.

Respectfully submitted,

Dated: April 21, 2005

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